

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
HENRY H. BRECHER, Individually And On	.	
Behalf Of All Others Similarly Situated,	.	No. 06 CV 15297 (TPG)
	.	
Plaintiff,	.	
	.	
v.	.	
	.	
REPUBLIC OF ARGENTINA,	.	
	.	
Defendant.	.	
-----	X	

**[PROPOSED] ORDER PRELIMINARILY APPROVING PROPOSED SETTLEMENT,
SCHEDULING HEARING FOR FINAL APPROVAL THEREOF, AND APPROVING
THE PROPOSED FORM AND PROGRAM OF NOTICE TO THE CLASS**

All parties in this matter have reached a proposed settlement (the “Settlement”), as embodied in the Settlement Agreement dated May 23, 2016 (“Agreement”). Plaintiff has moved for an Order preliminarily approving the Settlement, approving the form of and a plan for providing notice of the Settlement to the Class, and setting a schedule for (i) Class Members to file Settlement Claim Forms, (ii) briefing and hearing on a motion for final approval of the Settlement under Federal Rule of Civil Procedure 23, confirmation of the Total Settlement Amount, and an award of fees, costs, and expenses to Class Counsel, and (iii) objections to the Settlement (the “Preliminary Approval Motion”). Argentina does not oppose the Preliminary Approval Motion.

The Court has considered the Preliminary Approval Motion, as well as the Agreement and its accompanying documents.

NOW, THEREFORE, this _____ day of May, 2016, finding good cause,

IT IS HEREBY ORDERED THAT:

1. The Preliminary Approval Motion is GRANTED.
2. The capitalized terms used in this Order granting the Preliminary Approval Motion shall have the same meanings set forth in the Agreement.
3. The Court preliminarily approves the Settlement. The Court finds that the Settlement is the product of arm's length negotiation by experienced counsel. The Court further finds that the Settlement is fair, reasonable, and adequate, in the best interests of the Class, and within the range of possible approval, subject to consideration at the Rule 23 hearing as set forth below.
4. The Court finds that the process for providing notice to Class Members set forth in the May 23, 2016 Memorandum of Plaintiff Henry H. Brecher in Support of Motion for Preliminary Approval of the Settlement Between Plaintiff and The Republic of Argentina and Authorizing the Dissemination of Notice to the Settlement Class at Section V.D. (the "Notice Plan"), satisfies the requirements of due process, the Federal Rules of Civil Procedure, and any other applicable laws and rules; constitutes the best notice that is practicable under the circumstances; is otherwise fair and reasonable; and shall constitute due and sufficient notice to all persons entitled thereto. A long form notice and proof of claim form, substantially in the form attached as exhibits 1 and 2 to this Order, shall be provided pursuant to the Notice Plan.
5. The Court approves Gilardi & Co. LLC, as the notice and claims administrator.
6. The notice procedures shall begin as soon as practicable and shall be completed within 30 days from the date of this Order.
7. The deadline for Class Members to submit valid Settlement Claim Forms shall be **90 days** from the first date on which notice is to be provided pursuant to this Order. However,

that submission of a Settlement Claim Form shall not waive a Class Member's right to submit an objection to the Settlement or to the request for Class Counsel fees, costs, and expenses in accordance with the schedule below.

8. The Settlement is subject to final approval by the Court under Federal Rule of Civil Procedure 23(e) ("Rule 23 Approval"). The following schedule is set with respect to a motion for final Rule 23 Approval:

(a) Plaintiffs, through Class Counsel, shall file a motion for final Rule 23

Approval of the Settlement, confirmation of Total Settlement Amount, and proposed award of Class Counsel fees, costs, and expenses ("Rule 23 Approval Motion") **120 days** after the period by which notice is to be provided to the Class pursuant to this Order and shall publish the Rule 23 Approval Motion papers on a website as provided in Notice Plan.

(b) Class Members shall file with the Court and serve any objections to Settlement and/or to the proposed award of Class Counsel fees, costs, and expenses no later than **140 days** after the date by which notice is to be provided pursuant to this Order ("Class Objection Deadline"), provided, however, that filing such an objection shall not waive a Class Member's right to participate in the Settlement if the Class Member has otherwise submitted a timely and valid Settlement Claim Form and the Settlement is granted final approval by the Court. Such an objector must, not later than the Class Objection Deadline, file a written statement of objections with the Court. The objector's written statement of objections must: (a) contain the name of the case, *Brecher v. The Republic of Argentina*; (b) state each and every objection

and the specific reasons therefor; (c) provide all legal support and all evidence that the Objector wishes to bring to the Court's attention in support of any objection; (d) state the full name and address of the Objector; (e) provide information sufficient to establish that the Objector is a member of the Class; and (f) state the full name, mail address, email address, and telephone number of any counsel representing the Objector in connection with the objection. In addition, the objector must send it to Class Counsel and Settling Defendant's Counsel, by first-class mail and postmarked no later than the Class Objection Deadline:

Jason A. Zweig
**HAGENS BERMAN SOBOL
SHAPIRO LLP**
555 Fifth Avenue, 17th Floor
New York, NY 10017
Telephone: (212) 752-5455
Facsimile: (917) 210-3980
Email: jasonz@hbsslaw.com

Carmine D. Boccuzzi Jr.
Daniel J. Northrop
**CLEARY GOTTlieb STEEN
& HAMILTON LLP**
One Liberty Plaza
New York, NY 10006
Telephone: (212)-225-2000
Email: cboccuzzi@cgsh.com
dnorthrop@cgsh.com

(c) In addition, any objector or counsel for an objector that desires to appear at the Fairness Hearing, personally or through counsel, must file with the Court, not later than the Class Objection Deadline, and send to the designees of Class Counsel and the Settling Defendant, by first class-mail and postmarked no later than the Class Objection Deadline, a separate notice of intention to appear that identifies the name, position, address, and telephone number of each person who intends to appear at the Fairness Hearing on behalf of the objector.

(d) Any reply papers in further support of the Rule 23 Approval Motion shall be filed, served, and published on a website as provided in the Notice Plan no later than **150 days** after the date by which notice is to have been provided pursuant to this Order.

(e) By _____, 2016 [2 weeks prior to Fairness Hearing], the notice and claims administrator shall prepare a report and file it with the Court confirming that the Notice Plan was carried out and that notice to Class Members was provided in the manner set forth in this Order.

(f) In the event that any of the foregoing deadlines fall on a Saturday, Sunday, or Court Holiday in the Southern District of New York, the deadline shall be adjourned to the next immediate weekday that is not a Court Holiday.

9. A hearing on the Rule 23 Approval Motion shall be held **160 days** after the date by which notice is to be provided pursuant to this Order, at _____ in Courtroom __ of this Courthouse before the undersigned to consider the fairness, reasonableness and adequacy of the Settlement. The foregoing date, time, and place of the Fairness Hearing shall be set forth in the notice and publications ordered herein, but shall be subject to adjournment or change by the Court without further notice to Class Members other than that which may be posted at the Court and on the Court's website.

10. All proceedings in the above-captioned Actions are hereby stayed, except those proceedings required by or provided for by the Settlement until such time as the Court renders a final decision regarding the approval of the Settlement and, if it approves the Settlement, enters final judgment with respect to the Class Members in accordance with the Settlement.

11. If the Settlement is terminated or does not go into effect because no final approval is granted by this Court or for any other reason, this Order shall become null and void, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order.

12. Nothing in this Order, the Agreement, any other Settlement-related document, anything contained herein or therein or contemplated hereby or thereby, or any proceedings undertaken in accordance with the terms set forth in the Agreement or herein or in any other Settlement-related document, shall constitute, be construed as, or be deemed evidence of or an admission or concession by Defendant as to the validity of any claim that has been or could have been asserted.

13. The Clerk of the Court is respectfully requested to terminate the pending motion for preliminary approval of the Settlement.

IT IS SO ORDERED.

HON. THOMAS P. GRIESA
UNITED STATES DISTRICT JUDGE

Exhibit 1

Must Be Postmarked
or Received No Later
Than Month DD, 2016

Official
Office
Use
Only

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Brecher et al. v. Republic of Argentina

No. 06 CV 15297 (TPG)

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

RPA



PART I: CLAIMANT IDENTIFICATION

Last Name

M.I.

First Name

Last Name (Co-Beneficial Owner)

M.I.

First Name (Co-Beneficial Owner)

☐ IRA ☐ Joint Tenancy ☐ Employee ☐ Individual ☐ Other _____ (specify)

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Last Four Digits of Social Security Number

or

Taxpayer Identification Number

Telephone Number (Primary)

Email Address

MAILING INFORMATION

Address

Address

City

State

Zip Code

Foreign Province

Foreign Postal Code

Foreign Country Name/Abbreviation

FOR CLAIMS
PROCESSING
ONLY

OB

CB

☐ ATP
☐ KE
☐ ICI

☐ BE
☐ DR
☐ EM

☐ FL
☐ ME
☐ ND

☐ OP
☐ RE
☐ SH

FOR CLAIMS
PROCESSING
ONLY

PART II. SCHEDULE OF TRANSACTIONS IN ARGENTINA BONDS

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- [illegible]

- [illegible]

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court, Southern District of New York with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the purchase, acquisition or sale of Audience common stock and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the Settling Defendant Releasees as provided in the Settlement Agreement.

2. "Settling Defendant Releasee" shall refer, jointly and severally, and individually and collectively, to Argentina, its political subdivisions, agencies, or instrumentalities, as defined in the Foreign Sovereign Immunities Act of 1976, and the past and present officials, directors, employees, agents, insurers, attorneys, partners, associates, members, volunteers, and representatives of any of the foregoing, as well as the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing as applicable to each of these persons or entities.

3. “Released Claims” means any and all claims, demands, actions, suits, causes of action, judgments, joinders (whether for sole liability, contribution, indemnity, or otherwise), rights, defenses, damages, penalties, punitive damages, costs, expenses, attorney’s fees, compensation, debts, dues, accounts, Bonds, covenants, agreements, and liability of any nature whatsoever, in law or in equity or otherwise, whether class, individual or otherwise in nature, that Class Members, or each of them, ever had, now has, or hereafter can, shall, or may have on account of or arising out of conduct or allegations concerning the Bonds including, but not limited to, any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, whether or not concealed or hidden, in the complaint filed in the Action (the Complaint), and/or claims that could have been alleged or asserted, whether or not concealed or hidden, in any other actions by any Class Member against the Settling Defendant or any Settling Defendant Releasee, which arise from or are predicated on the facts and/or actions described in this action, from the beginning of time through the present.

4. "Released Parties" means each and all of the Defendants and their Related Persons.

5. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE.

**YOUR SIGNATURE ON PAGE 5 WILL CONSTITUTE YOUR
ACKNOWLEDGMENT OF THE RELEASE.**



6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor or Administrator)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your claim form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE MAILED NO LATER THAN _____, 2016,
ADDRESSED AS FOLLOWS:**

Argentina Settlement Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
www.argentinasettlement.com



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Exhibit 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X		
HENRY H. BRECHER, Individually And On	.	No. 06 CV 15297 (TPG)
Behalf Of All Others Similarly Situated,	.	
	.	
Plaintiff,	.	
	.	
v.	.	
	.	
REPUBLIC OF ARGENTINA,	.	
	.	
Defendant.	.	
----- X		

**YOU MAY BE ELIGIBLE TO CLAIM A SETTLEMENT PAYMENT IN
THE ABOVE CLASS ACTION LAWSUIT,**

**If, prior to December 19, 2006, you purchased or otherwise acquired
beneficial interests in the bond issued by the Republic of Argentina,
with ISIN XS0113833510, due July 20, 2004, and a coupon rate of
9.25% (the “Bond”), and have held such interest continuously through
the present.**

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

Please read this Notice completely. It explains who is eligible to participate in the Class Action Settlement, what your rights and options are if you are eligible, and deadlines and procedures that apply to the Class Action Settlement.

- A Settlement in this class action has been reached between the plaintiffs and Argentina that provides that Argentina will pay an amount representing 150% of the principal amount of the Bond owned by each member of the Class who submits a valid and timely proof of claim (the “Settlement”).
- The Settlement resolves each class member’s claim against Argentina concerning the Bond.
- A class was previously certified by the Court in this case, and notice and an opportunity to opt-out of the Class was already provided. The class consisted of all persons who on or before December 19, 2006 purchased or otherwise obtained beneficial interests in the Bond and held those interests through final judgment, except for those persons who participated in Argentina’s Exchange Offers, initiated separate legal proceedings, or who excluded themselves from the Class.
- Pursuant to the Settlement Agreement, the Classes are defined as all persons and/or entities who, from December 19, 2006 through final judgment continuously held the Bond, and who have not been a party to legal proceedings against Argentina in connection with the Bond other than the Action and have not otherwise opted out from the Action. The Class is described in more detail below. You are or may become a member of the Class. If you are a member of the Class, you are entitled to participate in the benefits that have been obtained for the Class as a result of this lawsuit.

- In the case of individuals or family offices, the requirement for continuous holding is met even if there have been transfers among immediate family members. Likewise, transfers from one bank or brokerage company to another will not affect whether there is a continuous holding so long as the accounts at the different banks or brokerage companies were held by the same person, entity, or members of the same immediate family.
- In February 2016, Argentina announced a settlement offer to all eligible holders of defaulted Argentine debt. The settlement offer that Argentina has extended to the public provides the same benefits as the Settlement in this class action. This notice sets forth information relevant to members of the class that wish to receive compensation from Argentina pursuant to the terms of the settlement offer.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

YOUR OPTIONS:		DUE DATE:
STAY IN THE CLASS AND CLAIM A SETTLEMENT PAYMENT	<p>This is the only way to get any payment or benefits from the Settlement. If you wish to participate in the Settlement, all you need to do is to complete and submit a Settlement Claim Form and hold your Class Bond interest until you are paid from the Settlement Fund.</p> <p>You can submit a Settlement Claim Form even if you also intend to file an objection.</p>	<p>A Settlement Claim Form must be received by [REDACTED], 2016 in order to be eligible for any payment from the Settlement Fund.</p>
OBJECT	<p>Write to the Court about why you don't like the Settlement. Instructions for objecting appear on page [REDACTED] of this notice.</p> <p>You can file an objection even if you also submit a Settlement Claim Form.</p>	<p>Objections must be received by the Court by [REDACTED], 2016.</p>
GO TO A HEARING	<p>Ask to speak to the Court about the fairness of the Settlement.</p>	<p>Request to speak at the hearing to determine the fairness of the Settlement must be received by [REDACTED], 2016.</p>
DO NOTHING	<p>If you do nothing and the Settlement is approved, you will not receive a settlement payment.</p>	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- These dates are subject to change. Notice of any changes will be posted on the Court's website.
- **Any questions? Read on and visit _____.**

WHAT THIS NOTICE CONTAINS

[TABLE OF CONTENTS TO BE INSERTED]

BASIC INFORMATION

1. Why did I get this notice?

You may have purchased or otherwise acquired beneficial interests in a Republic of Argentina European Medium Term Note Bond, with a coupon rate of 9.25% and a maturity date of July 20, 2004, and which bears the ISIN XS0113833510 (Bond). In 2001, Argentina defaulted on all of its external indebtedness including the Bond, and, in December 2006, this class action was filed seeking to recover monies owed to plaintiff and all others who also owned the Bond (Lawsuit). This notice explains that the Settlement in this Lawsuit before the Court may affect you. You have legal rights and options you may exercise. Judge Thomas P. Griesa of the United States District Court for the Southern District of New York is overseeing the lawsuit.

The Lawsuit was brought as a class action. The individual who sued is called a plaintiff, and Argentina, the party who owes money, is called a defendant.

The Court sent you this notice because you have a right to know about the Settlement, and about your options, before the Court decides whether to approve the Settlement.

This notice explains the Lawsuit, the Settlement, and your legal rights.

You may have previously received a notice of class certification and/or a proof of claim form related to the Lawsuit. The previous notice was provided in 2011 when the Court certified the Class. In early 2016, prior to the Settlement between the plaintiff and Argentina, proof of claim forms were sent out pursuant to a Court order so that the parties and the Court could try to understand how many Class members there are, and how much principal those Class members held. After the proof of claim form was sent out, the parties reached a Settlement, and this notice relates to the Settlement.

As explained below, if you want to participate in the Settlement, you must file a Settlement Claim Form even if you previously filed a proof of claim form.

2. What is this Lawsuit about?

In December 2001, Argentina, defaulted on all of its external debts, including the payment of all principal and interest due on its external indebtedness. Plaintiff is a holder of beneficial interests in the Bond. In December 2006, the Plaintiff filed a class action seeking to enforce his rights and recover the amounts owed by Argentina with respect to the Bond, both for the Plaintiff himself, and for the Class. The Court certified the Class in 2011 and appointed the Plaintiff to represent the interests of the Class. The law firm of Hagens Berman Sobol Shapiro LLP has been appointed as counsel for the Class. The Class obtained a judgment against Argentina on this issue of liability which determined that Argentina is responsible for damages arising out of its default on the Bond.

3. Why is this a class action?

In a class action, one or more individuals called Class Representatives (in this case, the Plaintiff), sue on behalf of others who have similar claims. All of the other individuals or companies who have similar claims are a “class” or “class members.” One court will resolve the issues for all class members.

4. Who is the Defendant?

There is only one defendant in the Lawsuit and that defendant is the Republic of Argentina.

5. Why is there a Settlement?

The Court has already certified this action as a class action, and has found that Argentina is liable to Plaintiff and those who are members of the Class. However, it has not made a ruling as to how much money Argentina owes the Plaintiff and the Class. Instead, both sides have agreed to the Settlement. That way, the Plaintiff avoids the cost and risk of further proceedings, and further delay in payment to the Plaintiff and the Class, as well as the risk that any monetary judgments would not be collectible or would be costly and time-consuming to collect. The Plaintiff and Class Counsel believe that the Settlement is best for all class members under the circumstances.

WHO IS AFFECTED BY THE SETTLEMENTS?

To determine if you are affected by the Settlement, you first have to determine if you are a class member.

6. How do I know if I am a class member?

You are a class member if: 1) you currently hold an interest in the Bond; 2) you have continuously held that interest since December 19, 2006; 3) you have not previously opted out of the class certified by the Court; and 4) you have not been a party to legal proceedings against Argentina in connection with the Bond other than these class actions.

In the case of individuals or family offices, the requirement for continuous holding is met even if there have been transfers among immediate family members. Likewise, transfers from one bank or brokerage company to another will not affect whether there is a continuous holding so long as the accounts at the different banks or brokerage companies were held by the same person, entity, or members of the same immediate family.

7. I’m still not sure if I am included.

If you are still not sure whether you are a class member, you can ask for free help. See Question  below.

THE SETTLEMENT BENEFIT**8. What does the Settlement provide?**

The Settlement provides that Argentina will pay an amount representing 150% of the principal amount of the Bond owned by each member of the Class who submits a valid and timely proof of claim.

Further details about the settlement are set forth in the Settlement, which has been filed with the Court and may be viewed at _____.

9. Will I receive a payment?

If you are a Class member and have not excluded yourself from the Class, you are eligible to receive a payment from the settlement. The amount of your payment will be determined by the Plan of Distribution discussed below, which has been approved by the Court.

In order to receive payment, you will need to complete a Settlement Claim Form, which can be obtained at _____. The Settlement Claim Form must be completed and submitted by _____, 2016. You must keep any records associated with your Bond, or any records that prove you are the record owner of the Bond, so that you will be able to complete the Settlement Claim Form with all necessary information, or be able to provide additional information to the Claims Administrator should the Claims Administrator require further information.

Plan of Distribution

Each class member's share of the Settlement will be calculated by this Plan of Distribution.

The total settlement amount to be paid by Argentina will be 150% of the outstanding principal amount of the Bond that class members submit through the Settlement Claim Forms. The settlement amount will be reduced by any amount of attorneys' fees, costs, and expenses the Court may approve for Class Counsel. Once those fees, costs, and expenses are deducted, there will be a "Net Settlement Amount."

The total amount of each class member's share of the Net Settlement Amount will be determined by totaling the principal amount of all class members who submit a valid and timely proof of claim form. Then, each class member's principal amount will be divided by the total principal amount of all class members. This will yield a fractional percentage, and represent their *pro rata* share of the Net Settlement Amount. This percentage will be multiplied against the Net Settlement Amount, to arrive at each class member's share of the Net Settlement Amount.

10. What am I giving up to get a payment under the Settlement?

Any class member shall be bound by all the terms and provisions of the Settlement and Judgment, including, but not limited to, the releases, waivers, and covenants described in the Settlement; and any class member's claims against Argentina with respect to the Bond exchanged for settlement shall forever be released and dismissed, whether or not such person or entity objected to such Settlement.

That means you cannot sue, continue to sue, or be part of any other lawsuit against the defendant about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

The full text of the release for the Settlement can be found in the settlement agreement which is posted on _____. You should carefully read the Release. It describes the exact legal claims that you will give up if you settle.

11. Can I sue the defendant later if I do not ask for a settlement payment?

No. If the Court approves the Settlement, every class members' claims will be released even if a class member did not ask for a settlement payment or filed an objection. That means you cannot sue, continue to sue, or be part of any other lawsuit against the defendant about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

The full text of the release for the Settlement can be found in the settlement agreement which is posted on [REDACTED]. You should carefully read the Release. It describes the exact legal claims that you will give up if the Settlement is approved.

12. Can I sue the defendant later if I settle now?

No. The settlement agreement provides that all class members will release Argentina from all claims concerning the Bond.

13. If I previously excluded myself, or if I have separate litigation against Argentina concerning the Bonds, can I get money from the Settlement?

No. If you previously excluded yourself (opt-out) from the class, you are ineligible to get money from the Settlement. Also, if you filed a separate litigation or other proceeding against Argentina relating to the Bonds before the date on which the Court granted Preliminary Approval of the Settlement, you cannot participate in this Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed the law firm of Hagens Berman Sobol Shapiro LLP to represent you and all class members. The law firm is referred to as "Class Counsel." Class Counsel is experienced in handling similar cases. More information about Class Counsel, its practices, and its lawyers' experience is available at www.hbsslaw.com. The contact information for the lawyers is below:

Jason A. Zweig
Hagens Berman Sobol Shapiro LLP
555 Fifth Avenue, Suite 1700
New York, NY 10017

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. You will not be directly charged for these lawyers. If you want your own lawyer, you may hire one at your own expense. If you do hire your own lawyer, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

16. How will the lawyers be paid?

Any fees and expenses approved by the Court will be paid out of the settlement paid by Argentina. To date, Class Counsel has not received any payment for any work done on this case since it began. You will not be personally responsible for payment of attorneys' fees or expenses for Class Counsel. Instead, Class Counsel will ask the Court to approve payment of attorneys' fees in an amount not to exceed one-third of the settlement amount. Class Counsel will also seek reimbursement of reasonably incurred costs and expenses.

Class Counsel will also seek a Named Plaintiff service award for his efforts in service to the class.

Class Counsel's request for attorney fees, reimbursement of litigation expenses, and Named Plaintiff service award, must be approved by the Court overseeing this action, Class Counsel's fee and expense request and request for service awards will be filed on or before [REDACTED] 2016, and you may object to it if you wish.

Separately, Argentina will pay for the costs to provide this Notice and to process claims for the settlement up to \$25,000 of actual costs.

**OBJECTING TO THE SETTLEMENT AND/OR REQUEST FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES AND NAMED PLAINTIFF SERVICE AWARD**

17. What is the role of the Court with respect to the Settlement?

Because this is a class action, the Court must review the Settlement, and any objections, and decide whether the Settlement is fair, reasonable, and adequate. The Court may approve the Settlement as is, propose changes as a condition for approval, or refuse to approve the Settlement. The Court may also decide to allow a new period for "opt outs." If the Court permits such opt-outs, the Class and Class Counsel may seek to recover fees, costs, and expenses from the opt-outs based on the benefits they have received as a result of being part of the class to date.

18. How do I tell the Court that I don't like the Settlement or Request for Attorneys' Fees, Reimbursement of Litigation Expenses, or Named Plaintiff Service Award?

If you are a class member, you can object to the Settlement, or the request for attorneys' fees, reimbursement of costs and expenses, if you don't like any part of them. You can give reasons why you think the Court should not approve one or all of them. The Court will consider your views. To object, you must send a letter that includes the following:

- A statement indicating that you object to the Settlement in the case of *Brecher v. Republic of Argentina*.
- Your name, address, telephone number, and signature, or the name and address of your lawyer if you have one.
- The reasons that you object to the Settlement.
- If you wish to object to the request for attorneys' fees, reimbursement of litigation costs and expenses, you must state the reasons for your objection.
- Proof of your membership in the class.

You must file the objection with the Court at the following address, received by [REDACTED] 2016:

Clerk of Court

United States District Court for the Southern District of New York
Daniel Patrick Moynihan U.S. Courthouse
500 Pearl Street
New York, New York 10007

You must also mail copies of the objection to the following attorneys, postmarked by [REDACTED] 2016:

Jason A. Zweig
Hagens Berman Sobol Shapiro LLP
555 Fifth Avenue, Suite 1700
New York, NY 10017

19. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a final approval hearing on [REDACTED] 2016 at the Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, New York 10007. This hearing is sometimes referred to as the Fairness Hearing or Rule 23 Final Approval Hearing. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also determine whether final judgment should be entered dismissing the claims of the class members against the defendant with prejudice, as required by the Settlement Agreement. You may attend the Fairness Hearing and you may ask to speak, but you don't have to do either.

If there are objections to the Settlement, the Court will consider them at the Fairness Hearing. After the hearing, the Court will decide whether to grant final approval of the Settlement.

The Court may change the date and time of the final approval hearing. Notice of any change will be posted at the courthouse, on the Court's website, or on _____.

20. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions that Judge Griesa may have. But, you are welcome to attend the hearing at your own expense. If you send an objection to the Settlement, you are not required to come to the hearing to talk about your objection. As long as you mailed in your written objection on time, the Court will consider it. You may also direct your own lawyer to attend, but it's not necessary for you to do so.

21. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating the following:

- Notice of Intention to Appear in *Brecher v. Republic of Argentina*.
- The position you will take on the Settlement and your reasons and any documents in support of the positions.
- Your name, address, telephone number, and signature, or that of your lawyer if you have one.
- Proof of your membership in the class.

Your Notice of Intention to Appear must be filed with the Court at the following address, received by [REDACTED] 2016:

Clerk of Court
United States District Court for the Southern District of New York
Daniel Patrick Moynihan U.S. Courthouse
500 Pearl Street
New York, New York 10007

You must also mail copies of the Notice of Intention to Appear to the attorney listed in Question 14 above, postmarked by [REDACTED] 2016.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

You are not required to do anything at this time, except if you intend to ask for a Settlement payment, in which case you must properly and timely complete a Settlement Claim Form and provide the required documentation. Settlement Claim Forms must be submitted by [REDACTED], 2016, and are being distributed with this notice or can be obtained on [REDACTED].

Note: You may have previously received a proof of claim form in this case. That proof of claim form was related to a different part of the case. Even if you previously completed a proof of claim form in this case, you must complete a Settlement Claim Form and supply any necessary documentation to support your claim to participate in the settlement and be paid.

If you did not receive a notice by mail, you must register to receive future communications. You can register online at [REDACTED] or by writing to the settlement administrator at [REDACTED].

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

This notice summarizes the Settlement. More details are in the complete Settlement Agreement. You can access a copy of the Settlement Agreement by visiting [REDACTED].

24. How do I get more information?

In addition to visiting the website at www.hbsslaw.com [REDACTED], you may contact the attorney representing the Class at jasonz@hbsslaw.com. You may also call the attorney at 1-708-628-4949. You may also write to:

Jason A. Zweig
Hagens Berman Sobol Shapiro LLP
555 Fifth Avenue, Suite 1700
New York, NY 10017

25. Can I update my address?

Yes. If your address changes, please enter your current information online at [REDACTED], or send your new information to the claims administrator at [REDACTED].

DATED: _____, 2016

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK